

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

05-17-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK102091699
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission
Document ID # _____ (Non-Recordation)

☐ Correction of PTO Error
Reel # _____ Frame # _____

☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger ☐ Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
01/14/2000

Name A Better Way of Learning, Inc.

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Wells Fargo Bank, National Association

DBA/KA/TA _____

Composed of _____

Address (line 1) Orange County Regional Commercial Banking Office

Address (line 2) 2030 Main Street, Suite 900

Address (line 3) Irvine City CA State/Country 92614 Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

03/28/2000 INGVEN 00000036 75185900

01 FC:481 40.00 OP
02 FC:482 875.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks

TRADEMARK
REEL: 002472 FRAME: 0631

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(949) 823-6971

Name

Suzanne S. Uhland, Esq.

Address (line 1)

O'Melveny & Myers, LLP

Address (line 2)

610 Newport Center Drive, 17th Floor

Address (line 3)

Newport Beach, CA 92660-6429

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

Trademark Application Number(s) or Registration Number(s)

☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/185,900

75/976,871

75/173,508

2,263,797

75/185,957

75/977,097

75/321,599

75/173,509

75/976,592

75/197,431

Number of Properties

Enter the total number of properties involved.

#

36

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

920.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

500639

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Suzanne S. Uhland, Esq.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Zip Code
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

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Trademark Application Number(s)

Registration Number(s)

75/977,223	75/321,397	75/173,510
75/185,901	75/976,820	75/173,694
75/978,126	75/359,692	75/197,464
75/197,465	75/619,654	75/619,578
75/618,929	75/618,927	75/618,925
75/619,316	75/619,468	75/619,467
75/619,588	75/619,099	75/815,873

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Enter Additional Receiving Party

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Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/815,845	75/814,925	75/767,413
75/783,635	75/976,591	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, A Better Way of Learning, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, **Grantor** has issued to Wells Fargo Bank, National Association, a California corporation (the "**Secured Party**"), a certain Security Agreement dated as of January 14, 2000 (the "**Security Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW THEREFORE, Grantor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule 1(a)(i), as the same may be amended pursuant hereto from time to time) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule 1(a)(i), as the same may be amended pursuant hereto from time to time) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**");

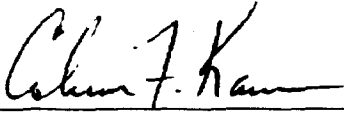
(b) all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers hereunto duly authorized as of the 14th day of January, 2000.

**A Better Way of Learning, Inc.,
a Delaware corporation**

By: 
Name: Coleman F. Kane
Title: President



SCHEDULE 1
to
GRANT OF TRADEMARK SECURITY INTEREST

	Registration No. and Date of Registration:	Mark:	Class(es)	Serial No.:
1.		THE PHONICS GAME (Trademark)	9, 16	75/185,900
2.		THE PHONICS GAME (Trademark)	9	75/976,871
3.		THE PHONICS GAME (Trademark)	28	75/173,508
4.		LOGO - THE PHONICS GAME (Trademark)	9, 16, 28	75/185,957
5.		LOGO - THE PHONICS GAME (Trademark)	9	75/977,097
6.		18-HOUR PHONICS (Trademark)	9	75/321,599
7.		18-HOUR PHONICS (Trademark)	28	75/173,509
8.		18-HOUR PHONICS (Trademark)	28	75/976,592
9.		ED DESIGN (Trademark)	9, 16, 28	75/197,431
10.		ED DESIGN (Trademark)	16, 28	75/977,223
11.		JUNIOR PHONICS (Trademark)	9	75/321,397
12.		JUNIOR PHONICS (Trademark)	28	75/173,510
13.		JUNIOR PHONICS (Trademark)	28	75/976,591
14.		GET A CLUE (Trademark)	9, 16	75/185,901
15.		GET A CLUE (Trademark)	9	75/976,820
16.		GET A CLUE (Trademark)	28	75/173,694
17.	2,263,797 7/20/99	DETECTIVE DIGIT (Trademark)	9, 16	75/197,463

18.		DETECTIVE DIGIT (Trademark)	9	75/978,126
19.		SMART-N-UP (Trademark)	28	75/359,692
20.		Q-UP: THE INTELLIGENT GAME (Trademark)	9, 16	75/197,464
21.		Q-UP: THE INTELLIGENT GAME (Trademark)	28	75/197,465
22.		THE PHONICS GAME A BETTER WAY OF LEARNING (Trademark)	9	75/619,654
23.		THE PHONICS GAME A BETTER WAY OF LEARNING (Trademark)	16	75/619,578
24.		THE PHONICS GAME JUNIOR A BETTER WAY OF LEARNING (Trademark)	9	75/618,929
25.		THE PHONICS GAME JUNIOR A BETTER WAY OF LEARNING (Trademark)	16	75/618,927
26.		THE MATH GAME A BETTER WAY OF LEARNING (Trademark)	9	75/618,925
27.		THE MATH GAME A BETTER WAY OF LEARNING (Trademark)	16	75/619,316
28.		THE MATH GAME JUNIOR A BETTER WAY OF LEARNING (Trademark)	9	75/619,468
29.		THE MATH GAME JUNIOR A BETTER WAY OF LEARNING (Trademark)	16	75/619,467
30.		A BETTER WAY OF LEARNING (Trademark)	9	75/619,588
31.		A BETTER WAY OF LEARNING (Trademark)	16	75/619,099
32.		G2L (Trademark)	9	75/815,873
33.		GAMES2LEARN.COM (Trademark)	35	75/815,845
34.		G2L (Service Mark)	35	75/814,925
35.		GAMES2LEARN (Trademark)	9	75/767,413
36.		GAMES2LEARN (Trademark)	35	75/783,635